

**FILED**

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF OKLAHOMA**

SEP 13 2012  
 WILLIAM B. GUTHRIE  
 Clerk, U.S. District Court  
 By \_\_\_\_\_  
 Deputy Clerk

1. MANUEL OWEN,	)	Case No.: CIV 12-384-JHP
2. LYN OWEN,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
1. FARMERS INSURANCE COMPANY, INC., a Kansas for profit Insurance Corporation,	)	
	)	
Defendant.	)	

**COMPLAINT**

**A. Parties**

1. Plaintiffs, Manuel Owen and Lyn Owen, are citizens of the State of Oklahoma.
2. Defendant, Farmers Insurance Company, Inc., is a foreign for profit insurance corporation incorporated and organized under the laws of the State of Kansas.
3. The principal place of business for Defendant, Farmers Insurance Company, Inc., is within the State of Kansas.
4. The Defendant, Farmers Insurance Company, Inc., is licensed to conduct business in the state of Oklahoma and may be served with process through the Oklahoma Department of Insurance.
5. This action is not related to any other case filed in this court.

**B. Jurisdiction**

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

**C. Facts**

7. At all times material hereto the Plaintiffs, Manuel Owen and Lyn Owen, owned a home located at Highway 259, in the city of Hochatown, county of McCurtain, state of Oklahoma.

8. On or about August 9, 2012, Plaintiffs' home was damaged and/or destroyed as the result of a fire.

9. At all times material hereto, the Plaintiffs, Manuel Owen and Lyn Owen, were insured under the terms and conditions of policy number 92838-70-47, issued by the Defendant, Farmers Insurance Company, Inc.

10. At all times material hereto, Plaintiffs, Manuel Owen and Lyn Owen, complied with the terms and conditions of their homeowners' insurance policy.

11. Fire is a covered peril pursuant to the terms and conditions of the policy issued by the Defendant, Farmers Insurance Company, Inc.

**D. Count I Breach of Contract**

12. Plaintiffs, Manuel Owen and Lyn Owen, properly submitted their claim for fire damage to Defendant, Farmers Insurance Company, Inc. Defendant, Farmers Insurance Company, Inc., intentionally over depreciated the structural components of

Plaintiffs' home resulting in an unreasonable and improper actual cash value payment to the Plaintiffs, Manuel Owen and Lyn Owen. Defendant, Farmers Insurance Company, Inc., intentionally and unreasonably over depreciated Plaintiffs' property as part of a company wide policy designed to save money by improperly reducing claim payments that are due and owing to Farmers Insurance Company's first party insureds.

13. The acts and omissions of the Defendant, Farmers Insurance Company, Inc., in the investigation, evaluation and payment of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

**E. Count II Bad Faith**

14. Plaintiffs, Manuel Owen and Lyn Owen, properly submitted their claim for fire damage to Defendant, Farmers Insurance Company, Inc. Defendant, Farmers Insurance Company, Inc., intentionally over depreciated the structural components of Plaintiffs' home resulting in an unreasonable and improper actual cash value payment to the Plaintiffs, Manuel Owen and Lyn Owen. Defendant, Farmers Insurance Company, Inc., intentionally and unreasonably over depreciated Plaintiffs' property as part of a company wide policy designed to save money by improperly reducing claim payments that are due and owing to Farmers Insurance Company's first party insureds.

15. The Defendant, Farmers Insurance Company, Inc., was unreasonable in its investigation, evaluation and payment of Plaintiffs' claim. Said unreasonable

conduct constitutes bad faith for which extra-contractual damages are hereby sought.

**F. Count III Punitive Damages**

16. The unreasonable conduct of the Defendant, Farmers Insurance Company, Inc., in the handling of Plaintiffs' homeowners claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought.

**G. Demand for Jury Trial**

17 The Plaintiffs, Manuel Owen and Lyn Owen, hereby request that matters set forth herein be determined by a jury of their peers.

**H. Prayer**

18. Having properly plead, Plaintiffs, Manuel Owen and Lyn Owen, hereby seek contractual, bad faith and punitive damages against the Defendant, Farmers Insurance Company, Inc., all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,



Michael D. McGrew, OBA# 013167  
MICHAEL D. MCGREW, & ASSOCIATES,  
223 N. 3<sup>rd</sup>, Suite 206  
Muskogee, Oklahoma 74401  
(918) 684-4321 Telephone  
(918) 684-4322 Facsimile  
**ATTORNEYS FOR THE PLAINTIFFS**